

Execution Version

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (this “**Agreement**”) is made and entered as of December 16, 2021 (the “**Effective Date**”) by and between Insite Solutions, LLC, a North Carolina limited liability company (the “**Company**”) and Insite Solutions, LLC, a Delaware limited liability company (“**Buyer**”). Buyer and the Company are herein referred to as the “**Parties**”.

RECITALS

WHEREAS, Clifford A. Lowe is the named inventor (the “**Inventor**”) on U.S. Patent Nos. 8,883,290 (the “**290 Patent**”) and 10,214,664 (the “**664 Patent**”);

WHEREAS, the ‘664 Patent is subject to a terminal disclaimer;

WHEREAS, the Inventor has assigned to Company all of his right, title, and interest in the ‘290 Patent and the ‘664 Patent;

WHEREAS, pursuant to an Asset Purchase Agreement dated as of the Effective Date (the “**Purchase Agreement**”), Company will sell to Buyer substantially all of Company’s assets, but specifically excluding the ‘290 Patent and the ‘664 Patent;

[REDACTED]

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the terms below have the following meanings. Any such terms, unless the context otherwise requires, may be used in the singular or the plural or the present or past tense, depending on the reference. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

1.1 “**Licensed Patents**” means (i) the ‘290 Patent, (ii) the ‘664 Patent, (iii) all divisionals, continuations, request for continued examination applications and continuation-in-part applications of any patents described in the foregoing clauses (i) and (ii) or this clause (iii), (iv) all patents issuing on any of the foregoing, (v) all registrations, grants, reissues, reexaminations, renewals, and supplemental protection certificates, including any term adjustments, restorations or extensions of any of the foregoing, (vi) all other patents of any type issued or filed anywhere in the world claiming priority in whole or in part to or from any of the

foregoing, and (vii) all international patent applications, foreign patents, utility models, invention registrations of any kind, and any other patents of any kind corresponding to any of the foregoing.

1.2 “**Further Litigation**” means any lawsuit filed or brought by or on behalf of Company against a third party following the Effective Date and no later than the date that is three (3) months following the date that the ShieldMark Litigation has been Resolved, alleging any infringement of any Licensed Patents prior to the Effective Date.

[REDACTED]

[REDACTED]

1.5 “**ShieldMark Litigation**” means that certain lawsuit filed in the United States District Court for the Northern District of Ohio styled *Clifford A. Lowe and InSite Solutions, LLC v. ShieldMark, Inc. and Advanced Plastics, Inc. and Crown Equipment Corporation*, Case No. 1:19-CV-748-JG which is on appeal before the United States Court of Appeals for the Federal Circuit Case No. 21-2164, including the claim for false advertising which was dismissed without prejudice to effect the appeal and without waiver of right to reassert following the appeal.

ARTICLE II

LICENSE GRANT AND OPTION

2.1 **License Grant.** Company, on behalf of itself and its Affiliates, hereby grants to Buyer and its Affiliates, a worldwide, non-exclusive, fully transferable, fully sublicensable (through multiple tiers), royalty-free, fully paid-up, perpetual, irrevocable, and non-terminable license under the Licensed Patents to practice any methods or systems described in or claimed by the Licensed Patents, and to make, have made, use, sell and otherwise distribute, offer to sell, or import and export any technology, products or services described in or claimed, in whole or in part, by the Licensed Patents.

[REDACTED]

[REDACTED]

2.3 **Company's Express Reservation of Rights.** Buyer acknowledges and agrees that Lowe as owner, and Company as exclusive licensee, of the Licensed Patents prior to the Effective Date, retain the exclusive rights to elect to maintain, control, and settle the ShieldMark Litigation. Lowe and Company shall bear all costs associated therewith and enjoy any recovery therefrom. Lowe and Company also retain the exclusive rights to enforce the Licensed Patents for recovery of damages for infringement prior to the Effective Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 **Confidentiality.** This Agreement and its terms are confidential. Neither Party will disclose any of the terms of this Agreement to any Person without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose such terms (i) to its accountants and advisors who have a “need-to-know” solely for the purpose of providing services to such Party, (ii) to any bona fide potential sublicensee and its accountants and advisors or (iii) to existing and potential investors, lenders and acquirers, and the accountants and advisors of any of the foregoing; provided, however, that in the case of this clause (iii) any such recipient is bound by a written agreement (or in the case of attorneys or other professional advisors, formal ethical duties) requiring such recipients not to disclose the terms of this Agreement to any third party and to use such terms only for purposes of evaluating the applicable investment, loan or acquisition.

[REDACTED]

[REDACTED]

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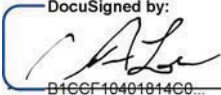
SIGNATURE PAGE FOLLOWS

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed below by their respective duly authorized officers.

COMPANY:

INSITE SOLUTIONS, LLC,
a North Carolina limited liability company

By:  _____
Name: Clifford Lowe
Title: Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed below by their respective duly authorized officers.

BUYER:

Insite Solutions, LLC,
a Delaware limited liability company

By:

Name

Title: Chief Executive Officer